

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

KEVIN W. TOBIN,  
Plaintiff,

v.

LIBERTY MUTUAL INSURANCE  
COMPANY,  
Defendant.

)  
)  
) CIVIL ACTION NO.  
) 01-11979-DPW  
)  
)  
)

VERDICT

**LIABILITY**

1. Has Kevin Tobin established by a fair preponderance of the evidence that, when he was terminated from Liberty Mutual on January 10, 2001, he had a disability which substantially impaired the major life activity of work in that he was significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average persons having comparable training, skills and abilities?

Answer "YES" or "NO."

Yes

*If you have answered "YES" to Question 1, go to Question 2.  
Otherwise, return your verdict.*

2. Has Kevin Tobin established by a fair preponderance of the evidence that providing him either or both of the following would not change the essential functions of the job of sales representative at Liberty Mutual?

Answer "YES" or "NO" to each subpart:

A. Mass Marketing accounts

Yes

B. additional service support

Yes

*If you have answered "YES" to either or both of the subparts of Question 2, go to Question 3. Otherwise, return your verdict.*

3. Has Kevin Tobin established by a fair preponderance of the evidence that providing him with any of the accommodations to which you have answered "YES" in response to one or more subparts of Question 2 would have been reasonable?

Answer "YES" or "NO."

Yes

*If you have answered "YES" to Question 3, go to Question 4.  
Otherwise, return your verdict.*

4. Has Kevin Tobin established by a fair preponderance of the evidence that he would have been able to perform the essential functions of the job of sales representative with the accommodations to which you have answered "YES" in response to one or more subparts of Question 2?

Answer "YES" or "NO", as to the following time periods:

A. Between September 4, 2000 and January 10, 2001 Yes

B. Between January 2, 2001 and January 10, 2001 Yes

*If you have answered "YES" to Question 4, go to Question 5.  
Otherwise, return your verdict.*

DAMAGES

5. What amount of money has Kevin Tobin established by a fair preponderance of the evidence is necessary to compensate him for the failure of Liberty Mutual to reasonably accommodate him?

A. Economic Damages:

i. Salary

a. between January 10, 2001 and April 1, 2003 \$143,532.00

b. between April 1, 2003 and today \$204,560.00

c. between today and September 26, 2007 \$91,223.00

364,481.00

ii. Additional Pension

\$ [REDACTED]

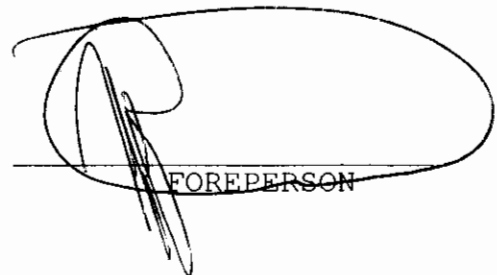
iii. Additional Thrift Investment contribution \$151,713.00

B. Emotional distress:

i. Between January 10, 2001 and today \$500,000.00

ii. In the future \$ 0.00

5/8/06  
DATE

  
FOREPERSON